

# EXHIBIT 10

**From:** Pogany, Jeff [mailto:[jpogany@uhc.com](mailto:jpogany@uhc.com)]  
**Sent:** Friday, December 16, 2011 2:56 PM  
**To:** Thomas Force  
**Cc:** Beale, Monique  
**Subject:** Termination of Dr. Nick Gabriel, DO

Mr. Force,

I have received your letter requesting the termination of Dr. Gabriel's contract effective immediately. Per page 5 in the attached contract on file for Dr. Nick Gabriel, "... either you or we can terminate this agreement, **effective on an anniversary of the date this agreement begins**, by providing 90 days' written or electronic notice..." According to the signature page, the Agreement went effective September 1, 2006. Based on the date of receipt of your letter (attached) titled "Termination of Provider Agreement for Dr. Nick Gabriel, DO", Dr. Nick Gabriel will be considered a Non-Participating Provider as of **September 1, 2012** from all lines of business under UnitedHealthcare and Oxford.

Thank you,

**Jeff Pogany**  
*Manager, Physician Contracting for Suffolk/Nassau/Richmond*  
*UnitedHealthcare*  
*One Penn Plaza, 8th Fl.*  
*New York, NY 10119*  
*Email: [jpogany@uhc.com](mailto:jpogany@uhc.com)*  
*Phone: 212-216-6609*  
*Fax: 877-842-7868*

***"This email message is not a contract. Entering into a binding agreement or amendment requires a paper document signed in ink by both parties."***